

Exhibit B

2009

**ANNUAL OPERATING PLAN
FOR COOPERATIVE FIRE PROTECTION AGREEMENT**

Between

SHASTA-TRINITY NATIONAL FOREST

and

SHASTA-TEHAMA-TRINITY JOINT COMMUNITY COLLEGE FIRE DEPARTMENT

ANNUAL OPERATING PLAN

The PARTIES will meet annually, prior to the initiation of fire season to review and update, if necessary, the Annual Operating Plan (AOP). This annual review will be documented by signing and dating the review block on the signature page of this AOP. This AOP will include protection area maps for all PARTIES, current rates for use of department equipment and personnel, lists of principal personnel, dispatching procedures, and any other items identified in this Agreement as necessary for efficient implementation. This AOP shall become attached to and be a part of the Agreement. This AOP takes effect on July 01, 2009, and will remain in effect until superseded by a new AOP or upon expiration of the agreement.

MUTUAL AID RESPONSE PROCEDURES

Mutual aid is the initial attack response by both DEPARTMENT and FOREST SERVICE suppression resources that are identified in each PARTY'S Emergency Command Center's run cards or computerized automated dispatch system (CAD). The Protecting PARTY will not be required to reimburse the Supporting PARTY for initial attack actions taking place in these areas within the first 3 hours (as identified in the Agreement) following initial dispatch of suppression resources. All assistance beyond this "Mutual Aid" period will be assistance by hire and will be billed retroactively for the full period from the time of initial dispatch.

Aircraft (fixed and rotary-winged) including pilot(s) shall always be Assistance by Hire, EXCEPT when the response is under a unified command and the fire threatens both local and federal jurisdictions.

DESCRIPTION OF FOREST SERVICE DIRECT PROTECTION AREA (DPA)

The Forest Service's Direct Protection Area (DPA) is defined under the Cooperative Fire Management Agreement (CFMA). Maps delineating the protection boundaries are on file at the Headquarters Office of the Shasta Trinity National Forest in Redding, CA.

DESCRIPTION OF DEPARTMENT DIRECT PROTECTION AREA (DPA)

The Direct Protection Area (DPA) for the Shasta College Fire Department defined by the bylaws of the Fire Protection District. Maps delineating the protection boundaries are on file at the Headquarters Station on Campus in Redding, CA.

CLOSEST FORCES

The DEPARTMENT and the FOREST SERVICE agree to adopt the "Closest Forces" concept for initial attack. This philosophy dictates that the closest available appropriate resource regardless of ownership shall be utilized initially. The emphasis to get the closest appropriate resources to respond to initial attack fires" is in the best interest of both PARTIES. This concept of "Closest Forces" will also be applied to ongoing incidents whenever there is a critical and immediate need for the protection of life and property. Beyond initial attack, the "Closest Forces" concept is modified and the Protecting PARTY will request the most appropriate resource to aid in the suppression of a wildfire.

MOVE-UP AND COVER

"Move-up and Cover" is the reallocation of fire suppression resources from their established location to a temporary location. For this agreement, "Move-up and Cover" is limited to moving Supporting PARTY engine companies and dozers (if applicable) to Protecting PARTY facilities which have been temporarily vacated because of emergency activity. The Protecting PARTY may provide subsistence and lodging at no cost to the Supporting PARTY. Mutual Aid (if applicable) "Move-up and Cover" will be at no cost to the Protecting PARTY for the initial Mutual Aid period agreed to in this Agreement. While in the Mutual Aid period (if applicable), if the Supporting PARTY'S resources are dispatched by the Protecting PARTY to a fire, Assistance by Hire will apply unless the fire is located in an area of predetermined aid (as agreed to in this Agreement). In no case will FOREST SERVICE resources be held in "Move-up and Cover" status beyond the end of their 16 hour maximum duty day.

SINGLE POINT RESOURCE ORDERING

Any and all requests for emergency assistance and incident support on cross boundary incidents must be clear and precise and shall be processed and recorded through a single dispatching center identified by the Incident Commanders of both PARTIES (Unified Command) and supported by order and request numbers.

COMMUNICATIONS AND FREQUENCY MANAGEMENT

The PARTIES agree to utilize the frequencies assigned by the Emergency Command Centers for the management of an incident. This includes the assigned Command and Tactical Frequencies. In the case where the PARTIES' administrative frequencies have not been assigned for those purposes, the use of those frequencies must be temporarily suspended. While away from the

home geographic area and traveling to and from an incident, the PARTIES agree to suspend the use of their respective pre-assigned frequencies. These frequencies are licensed through the Federal Communications Commission for specific geographic areas and are not to be used outside those areas. Family recreational "walkie-talkie" type radios are prohibited from use while traveling to and from an incident or while on any federal incident.

SHARING FREQUENCIES

The DEPARTMENT agrees to authorize use by the FOREST SERVICE of the following frequencies:

155.535

These frequencies will be used for fire/emergency only within or adjacent to the DEPARTMENT'S responsibility area.

The FOREST SERVICE agrees to authorize use by the DEPARTMENT of the following frequencies:

Command Nets:	169.100 Tx	171.575 Rx	Name: Forest Repeat
	164.825 Tx	164.125 Rx	Name: Service Net
Tactical Nets:	168.050 Tx	168.050 Rx	Name: NIFT Tac 1
	168.200 Tx	168.200 Rx	Name: NIFC Tac 2
	168.600 Tx	168.600 Rx	Name: NIFC Tac 3

These frequencies will be used for fire/emergency only within or adjacent to the FOREST SERVICE'S responsibility area.

OPERATIONAL & DUTY OFFICER CONTACTS

DEPARTMENT DUTY OFFICER CONTACT

John Moore
Interim Director of Physical Plant
(530) 242-7920

FOREST SERVICE DUTY OFFICER CONTACT

Ernst Little
Division Chief
(530) 242-5540

Scott Lucas
Battalion Chief
(530) 242-5541

Ben Newburn
Battalion Chief
(530) 242-5557

Jeff Michels
Superintendent
(530) 238-1812

FOREST SERVICE LINE OFFICER CONTACT

Kristy Cottini
District Ranger
(530) 242-5500

Veronica Magnuson
Deputy District Ranger
(530) 242-5531

ICS QUALIFIED LIST AND IMT PERSONNEL

The list of qualified personnel is maintained by the Department's Command/Dispatch Center. The resources may be available on an Assistance-by-Hire basis depending on Fire Department's drawdown and commitments.

THE USE OF TRAINEES

Both PARTIES agree to the use of trainees when practical; however, the automatic dispatch of or use of trainees will not occur without prior approval of the hosting unit or Incident Commander. Department trainees identified in the IMT Priority Trainee lists are pre-approved. The Forest Service agrees to pay for the Department's trainees that are pre-approved and/or attached to a Type 1 or Type 2 IMT. All other Department trainees that are not pre-approved will be the cost responsibility of the Department when assigned to incidents.

PAYMENT OF STRUCTURE PROTECTION

For wildfires within the DEPARTMENT'S or FOREST SERVICE'S DPA, the financial responsibility for the protection and suppression of structures remains with the Party who has statutory responsibility for structure suppression and protection.

For incidents involving both DEPARTMENT and FOREST SERVICE DPAs the cost share agreement should reflect the DEPARTMENT'S structure protection/suppression responsibilities and financial obligation within its jurisdiction.

In situations when the DEPARTMENT orders additional resources and initiates additional actions beyond the level deemed necessary by the unified command, the DEPARTMENT is responsible for the costs.

REIMBURSEMENT RATES AND METHODOLOGY

The DEPARTMENT and FOREST SERVICE acknowledge the special legal requirements of each PARTY to provide backfill coverage (to respond to subsequent emergencies) that becomes necessary as a result of the execution of the Agreement. The costs of employees filling the backfill need are not reimbursable. The reimbursement rates for the employees that are utilized as provided by this agreement are designed to provide financing for the backfill need (this applies to Battalion Chief and below rates).

The DEPARTMENT will prepare a FSLA-5 (Record of Activities). The FSLA-5 and supporting documentation is the basis for reimbursement and invoice preparation. This form is provided by the FOREST SERVICE and is attached as Exhibit C to this agreement. The form FSLA-5 must be signed by a responsible officer of the DEPARTMENT and by the FOREST SERVICE Incident Commander or Finance Chief and attached to the invoice. Invoices must identify Supporting PARTY name, address, and Taxpayer Identification Number, fire name, order and request number, and bill number and amount. Invoice supporting documentation must include description of services performed, period of services performed, and description of any applicable cost share agreements. Supporting documentation will itemize details of billing, listing personnel, equipment, travel and per diem, aircraft, supplies and purchases as approved in the attached AOP. OES F-42 (Emergency Activity Record) will not be used.

Reimbursement will only be allowed if authorized in the agreement or corresponding AOP. Resource orders or any documentation produced on the incident will not be the basis for authorizing reimbursement.

DEPARTMENT REIMBURSEMENT RATES

Reimbursement rates for personnel, apparatus and equipment will be developed and submitted to the FOREST SERVICE for approval by May 1st each year. The rates will be documented annually in the AOP. The rates agreed to herein will be used for all FOREST SERVICE billings, providing consistent charges for services. The basis for reimbursement will be Assistance by Hire. Assistance by Hire rates and reimbursements will be based on the following guidelines:

1. DEPARTMENT PERSONNEL:

Personnel rates will be developed by the DEPARTMENT according to the following guidelines:

- a. Rates will be averages of actual costs for each position title the DEPARTMENT will list in the AOP.
- b. Rates will include the following DEPARTMENT costs:
 1. Straight time salary rate.
 2. Any Special or incentive rates for the position.
 3. Employee Benefits
 - a. Retirement contribution
 - b. Medical insurance
 - c. Dental insurance
 - d. Vision insurance
 - e. Life insurance
 4. Worker's Compensation insurance
 5. Unemployment insurance
- c. To provide for Backfill funding, rates for Battalion Chief and below will be entered in the AOP at 1.5 times the straight time cost resulting from a. and b. above.
- d. Since there usually is not Backfill for positions above Battalion Chief, the rates entered in the AOP for these positions will be the straight time rate resulting from a. and b. above.

All personnel hours will be reimbursed portal-to-portal at the rates listed in the current AOP.

2. FOREST SERVICE PERSONNEL AND EQUIPMENT:

Reimbursable FOREST SERVICE costs will include all actual costs associated with the direct fire operations and incident support ordered by or for the incident (except as otherwise described as reciprocal initial attack as identified herein, and independent action situations). The DEPARTMENT will be billed for support to incidents that are the jurisdictional responsibility of the DEPARTMENT.

3. APPARATUS AND SUPPORT EQUIPMENT:

a. FEDERAL EXCESS PROPERTY PROGRAM (FEPP) EQUIPMENT

Under the FEPP program, FEPP rates apply when federal property is loaned to the State Forester, who may place it with local fire departments to improve local fire programs. If this loaned federal property is used on a FOREST SERVICE incident, the DEPARTMENT will only charge the FOREST SERVICE operating costs that include maintenance, fuel, oil, etc. Charges may not include amortization, depreciation, replacement costs, modification, start-up costs, or related charges.

b. GROUND RESOURCES

Use rates for all DEPARTMENT and FOREST SERVICE -owned motorized ground equipment provided as Assistance by Hire shall be paid at the rate established by each PARTY for its equipment. These rates will be updated annually (if necessary), agreed to in advance, and published herein. Rates for motorized equipment will not include costs of motor fuels and

lubricants. The protecting agency will provide fuel and lubricants while the equipment is on the incident. The supporting agency will provide fuel and lubricants while the equipment is in route to the incident and while returning to the home unit.

c. EMERGENCY EQUIPMENT RENTAL AGREEMENT (EERA)

The DEPARTMENT and FOREST SERVICE agree to jointly use Emergency Equipment Rental Agreements ("EERA") and Interagency EERA rates for privately owned equipment hired for fires. Instruction for administering these agreements has been provided in the California Interagency Emergency Equipment Rental Rate Packages submitted to each PARTY'S operational and administrative units for payment processing.

d. AIRCRAFT

Flight and Stand-by rates for Aircraft will be developed, agreed to in advance, and published annually herein, utilizing the rates and/or methodology utilized by the California Department of Forestry and Fire Protection (CDF). Assistance by Hire rates and reimbursements for Aircraft will be based on the following guidelines:

1. FIXED WING

Reimbursements will be based on Aircraft rate which includes pilot costs. The Air Tactical Group Supervisor ("ATGS") will be itemized separately. ATGS Stand-by rates will be determined based on personnel costs.

2. HELICOPTER

Reimbursement will be based on CDF Type 2 helicopter rate (same CDF UH-1H Super-Huey specification and cost basis) which includes pilot costs. Helitack crew with Helitender, Fuel Truck and chase vehicle (e.g. 1-Ton Pickup) will be itemized separately. Flight Crew and Crew Carrying Vehicle (CCV) will also be itemized separately.

SUPPORT EQUIPMENT

Use rates for all DEPARTMENT and FOREST SERVICE-owned support equipment provided as Assistance by Hire shall be paid at the rate established by each PARTY for its equipment. Support equipment and rates will be updated annually, agreed to in advance, and published herein. Personnel assigned to support equipment will be itemized separately.

EQUIPMENT & FIREFIGHTER PAY RATES AND CLASSIFICATION
2009

PUBLISHED DEPARTMENT PERSONNEL RATES:

Apparatus Engineer: \$21.12 per hour
Equipment Operator: \$23.19 per hour

WATER TENDER

Minimum FIRESCOPE Standards for Types ICS 420-1

COMPONENTS	3
Pump (GPM)	50
Tank (Gallons)	1000
PERSONNEL (Minimum Number) Includes; 1 Captain or 1 Apparatus Engineer	1
EQUIPMENT RATE PER HOUR (Personnel NOT included)	\$75.00
FEDERAL PROPERTY RATE PER HOUR (Personnel NOT Included)	

Staffing above Minimum Number of personnel: A maximum staffing of two (2) personnel per Water Tender will be reimbursed per this agreement. The second person will be reimbursed at the firefighter rate. Water Tenders may be paid more than 16 hours if utilized with relief operators and with Incident Commander approval.

DOZER

Minimum FIREScope Standards for Types ICS 420-1

COMPONENTS	2
Size	Medium
Horsepower	100
Operator	1
Examples	D-5, D-6
EQUIPMENT RATE PER HOUR (Operator not included)	\$100.00
FEDERAL PROPERTY RATE PER HOUR	

HEAVY EQUIPMENT TRANSPORT

Transport costs included in the dozer rate listed above. Dozer will be paid dozer rate while being transported

ADMINISTRATIVE RATE

Either PARTY may assess an administrative charge on reimbursable costs related to this agreement. The Department has three choices for their administrative rate:

- Department rate established according to OMB Circular A-87
- Current CFAA administrative rate
- Current Forest Service burden rate

This DEPARTMENT rate, based on the DEPARTMENT'S established administrative rate (OMB circular A-87, 60 FR 26484, dated May 17th, 1995), during the effective date of this AOP will be: 16.51%

The FOREST SERVICE will assess an administrative rate to reimbursable costs related to this agreement. This administrative rate during the effective date of this AOP will be: 7.7%

WHERE TO SEND REIMBURSEMENT INVOICES

Invoices for services under this agreement must be sent to the following addresses as appropriate. This address supersedes any invoice mailing address which may be reflected in the existing cooperative agreement.

Address of Forest Service:

USDA Forest Service
Shasta-Trinity National Forest
3644 Avtech Parkway
Attn: Fire Management
Redding, CA,

Address of Fire Department:

Shasta-Tehama-Trinity Joint Community College District
Fire Department
11555 Old Oregon Trail
P.O. Box 496006
Redding, CA 96049-6006

ITEMS NOT REIMBURSABLE

The following items are not reimbursable in the execution of this Agreement and are considered standard personal support supply/equipment.

- Incident position support kits
- Calculators
- Computers
- Printers
- GPS units
- Cell phones (except as provided below)
- Personal telephone charges
- Support items normally available in Supply Unit, e.g. tents, sleeping bags, pads, water coolers, etc.

Costs of agency cell phones in excess of normal monthly charges are reimbursable when supported by cell phone provider bills.

DURATION OF ASSIGNMENTS

Consideration must be given to the health and safety of personnel when assigned to fires of long duration. It is agreed that duration of assignments is dictated by each PARTY'S policy. Extension of assignments beyond the Supporting PARTY'S policy may be requested. It is the responsibility of the Protecting PARTY to request relief personnel in advance of the Supporting PARTY'S policy time limit. The Protecting PARTY is further responsible for the transportation costs of moving personnel to the fire and returning those relieved personnel back to their home

stations. In all cases, the DEPARTMENT and FOREST SERVICE agree that their Incident Commanders will release suppression resources to their primary mission responsibilities as soon as priorities allow. The National Wildfire Coordinating Group (NWCG) has established guidelines for the length of assignments for resources and personnel who accept out of state assignments. Personnel who accept assignments out of the state are expected to adhere to the guidelines identified by NWCG. For incidents within the state, there is a required 7 day minimum commitment. Both PARTIES agree to honor the minimum length of assignments guidelines.

REST AND RECUPERATION

The National Wildfire Coordinating Group (NWCG) establishes Rest and Recuperation (R & R) guidelines that govern R & R on all Federal incidents. These guidelines may change throughout the year depending on fire activity and physical condition of fire resources. DEPARTMENT personnel assigned to a FOREST SERVICE incident may be given R & R during the incident in which case the R & R is in pay status and charged against the incident. However, if the DEPARTMENT wishes to grant their personnel R & R upon their return to home, the R & R is not compensable under the terms of this agreement.

AIR BOTTLE SUPPORT

The DEPARTMENT agrees to refill breathing apparatus bottles when requested by the FOREST SERVICE subject to compliance with all laws and policies pertaining to breathing apparatus.

This section on air bottle support is not applicable to this agreement.

NON-WILDFIRE INCIDENTS

The DEPARTMENT has jurisdictional responsibility for all non-wildfire emergencies within its protection area even when these areas include FOREST SERVICE DPA. The only exceptions are for those emergency incidents under the jurisdiction of the California Highway Patrol, County Sheriff, California Department of Fish & Game and the U.S. Coast Guard.

FIRE PREVENTION

JOINT PRESS RELEASES Develop joint press releases on cooperative fire protection issues to ensure that the interests of both PARTIES are adequately addressed.

SMOKEY BEAR PROGRAM The PARTIES will cooperate in the delivery of Smokey Bear programs.

LOCAL EDUCATION PROGRAMS The PARTIES agree to cooperatively conduct local school and other fire prevention education programs.

FIRE PREVENTION SIGNS Coordination and placement of fire prevention signs should be coordinated by both PARTIES in order to prevent duplication of effort and sending mixed messages. This is especially important for fire danger rating signs.

LOCAL EVENTS The PARTIES agree to cooperatively conduct fire prevention programs at local community events.

BURNING AND CAMPFIRE PERMITS

In accordance with current instructions, permits for campfire (CDF form LE-63), dooryard premises burning (CDF form LE-62), and other burning (CDF form LE-5) (except vegetation management program and brushland conversion burning (CDF form LE-7) on State Responsibility lands in Federal Agency DPAs will be issued by the Federal Agency or local fire protection district personnel authorized to do so by the Director of CDF. If both PARTIES' personnel are authorized to issue campfire and burning permits by CDF, both PARTIES agree to issue burning and campfire permits for each others DPAs. Both PARTIES agree to notify one another when burn permits are issued. Fire Restrictions, Red Flag or other situations that may affect the safe execution of campfire and/or burn permits will be shared by each PARTY.

NON-FIRE PROJECT USE OF RESOURCES

Each of the PARTIES agrees to provide resources and support as requested, to the best of their abilities, for non-fire projects such as prescribed burns and facility/compound maintenance. Such use of personnel and resources will be documented in separate project agreements signed by both PARTIES prior to the start of work. The project agreement will include a description of the work to be accomplished, the resources to be utilized, and the costs to be reimbursed.

WILDLAND FIRE DECISION SUPPORT SYSTEM (WFDSS)

FOREST SERVICE policy requires that "Wildland Fire Decision Support System" (WFDSS) be used for all fires on or threatening FOREST SERVICE administered lands that have escaped initial attack. The procedures require the FOREST SERVICE to participate in developing incident objectives for the suppression action. The FOREST SERVICE agrees to prepare the WFDSS documents and associated products, in addition to assisting in the development of the incident objectives. The FOREST SERVICE Line Officer or his/her representative will approve the completed WFDSS products and will review accuracy of incident objectives on a daily basis. The DEPARTMENT agrees to notify the FOREST SERVICE Line Officer or Duty Officer if an incident will require WFDSS. The FOREST SERVICE will ask the DEPARTMENT Incident Commander for input on the WFDSS.

SUPPRESSION AND DAMAGE COLLECTION

The DEPARTMENT and the FOREST SERVICE reserve the right to pursue independent and separate courses of litigation and cost collection for suppression and damage on the fires that

affect both PARTIES. Any costs recovered as a result of independent litigation will not be subject to apportionment with the other affected PARTY.

REPAIR OF SUPPRESSION ACTIVITY DAMAGE

Repair of suppression related activity damage (e.g., spreading of dozer berms, installations of water bars, minor road repairs, minor fence repair, etc.) will normally be done by the PARTY with direct protection responsibility for the fire as an integral part of overhaul/mop-up. Any rehabilitation beyond this level may be the responsibility of the landowner.

MAPS TO SUPPORT ANNUAL OPERATING PLAN


On an as needed basis, maps needed to support this AOP will become attachments to the AOP. These may include the DPA boundary, fire protection facilities by PARTY and location, pre-planned "Mutual Aid" initial attack response areas, "Mutual Aid Move-up and Cover" facilities or special management consideration areas.

POSSESSION OF AGREEMENT AND AOP ON INCIDENTS

On incidents, the Supporting PARTY shall furnish the Protecting PARTY, upon demand, a signed copy of the Agreement and current AOP.

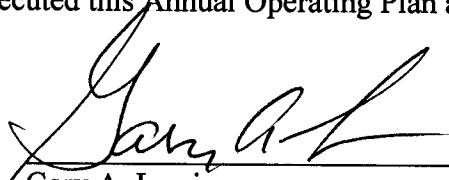
APPROVAL:

IN WITNESS WHEREOF, the PARTIES have executed this Annual Operating Plan as of the last date written below:



For J. Sharon Heywood
FOREST SUPERVISOR

29 June 09
Date



Gary A. Lewis
COLLEGE PRESIDENT

7/9/09
Date



Kellie Hamilton
FOREST SERVICE GRANTS AND
AGREEMENTS SPECIALIST

06/25/09
Date

ANNUAL REVIEW:

IN WITNESS WHEREOF, the PARTIES have completed the annual review of this AOP on the date written below:

Lat G. AmA

For J. Sharon Heywood
FOREST SUPERVISOR

29 June 09

Date

Gary A. Lewis

Gary A. Lewis
COLLEGE PRESIDENT

7/9/09

Date